



## COUNTY BOARD ADDENDUM

*County of Champaign, Urbana, Illinois*  
*Thursday, January 23, 2014 – 6:30 p.m.*

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Lyle Shields Meeting Room, Brookens Administrative Services  
1776 East Washington Street, Urbana, IL 61801

### **XIII. Other Business**

1. \*Closed session pursuant to 5 ILCS 120/2 (c) (11) due to an action on behalf of Champaign County that is probable or imminent.
2. Adoption of Resolution No. 8762 to approve an Intergovernmental Agreement Between Champaign County and the City of Urbana Relating to Inspection of Certain Property and Foreclosure of a Judgment Lien
3. Adoption of Resolution No. 8763 to approve a Contract for Appraisal Services
4. Adoption of Resolution No. 8764 to approve a Contract for Engineering Services

\*Roll Call

\*\*Roll call and 15 votes

\*\*\*Roll call and 17 votes

\*\*\*\*Roll call and 12 votes

Except as otherwise stated, approval requires the vote of a majority of those County Board members present.

RESOLUTION NO. 8762

RESOLUTION AUTHORIZING the COUNTY BOARD CHAIR to EXECUTE INTERGOVERNMENTAL AGREEMENT BETWEEN CHAMPAIGN COUNTY and the CITY OF URBANA RELATING to INSPECTION of CERTAIN PROPERTY and FORECLOSURE on a JUDGMENT LIEN

WHEREAS, The Champaign County Board is authorized, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1. et seq., to enter into intergovernmental agreements with other governmental entities; and

WHEREAS, the Champaign County Board and the City of Urbana have agreed to the sharing of services as documented in the Intergovernmental Agreement Between Champaign County and the City of Urbana Relating to Inspection of Certain Property and Foreclosure on a Judgment Lien, incorporated as Attachment A to this Resolution;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board authorizes the County Board Chair to execute the Intergovernmental Agreement Between Champaign County and the City of Urbana Relating to Inspection of Certain Property and Foreclosure on a Judge Lien, incorporated as Attachment A to this Resolution.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23<sup>rd</sup> day of January A.D., 2014.

\_\_\_\_\_  
Alan Kurtz, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Gordy Hulten, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

**INTERGOVERNMENTAL AGREEMENT BETWEEN CHAMPAIGN COUNTY  
AND THE CITY OF URBANA RELATING TO INSPECTION OF CERTAIN  
PROPERTY AND FORECLOSURE ON A JUDGMENT LIEN**

**THIS INTERGOVERNMENTAL AGREEMENT** is made by and between the City of Urbana (“Urbana”); and the County of Champaign, Illinois, (“County”).

**WHEREAS**, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and 5 ILCS 220/1, et seq., the parties to this contract are authorized to enter into an intergovernmental agreement;

**WHEREAS**, the Champaign County Board is authorized to demolish, repair, or enclose, or cause the demolition, repair, or enclosure of dangerous and unsafe buildings within the territory of the County but outside the territory of any municipality, and may remove or cause the removal of garbage, debris, and other hazardous, noxious, or unhealthy substances or materials from those buildings. 55 ILCS 5/5-1121(a).

**WHEREAS**, Urbana staff has expertise that would be useful to the County in determining whether and how to exercise this power with respect to certain property described in Attachment A (“subject property”).

**WHEREAS**, both the County and Urbana wish to promote the welfare of the residents of the County by ensuring the County has accurate information about possible risks to its residents.

**WHEREAS**, Urbana holds a judgment lien in the amount of \$5,000.00, together with such interest which has accrued and will continue to accrue at the judgment rate of interest (9% per annum), which judgment has been entered in Champaign County Cause 2010-OV-1180 (“judgment lien”) against all property in Champaign County owned by

Osococo, Inc. (“Osococo”), an entity which may hold property interests in the subject property.

**NOW, THEREFORE**, it is agreed as follows:

1. Urbana will make available the services of a qualified building inspector to perform at least one, but no more than three, inspections on the subject property, including any structures thereon, and to testify truthfully, as needed, in any legal proceedings relating to the appropriateness of any demolition or repair of said property, removal of debris from said property, or the recovery of costs for such work performed on said property.
  - a. Within ten days after any inspection, the Urbana inspector shall provide the County a written report describing any dangerous or unsafe conditions, if any, on the subject property.
  - b. Urbana warrants that this inspector, at the time of each such inspection, is a salaried employee of Urbana whose compensation will not vary based on the truthful content of the report.
2. Subject to the approval of the State’s Attorney, the County shall provide legal services, and appear as counsel on behalf of Urbana, as needed, to foreclose on the judgment lien as to any legal interest which Osococo may have in the subject property, if and when the County initiates action under 55 ILCS 5/5-1121(b) or 55 ILCS 5/5-1118 to foreclose on any demolition or debris removal lien on the subject property, and if said foreclosure would not otherwise extinguish the interest of Osococo in the subject property. If the County forecloses on the interest of Osococo in the subject property, it shall remit to Urbana all proceeds of the foreclosure on this interest under 735 ILCS

5/15-1512(c), subject to deductions for reasonable non-labor costs. Nothing in this paragraph shall: (1) compromise the right of the County to compensation for any demolition and debris removal liens on the subject property; (2) oblige the County to foreclose on Osococo's interest in the subject property should it file no other foreclosure action on the subject property; or (3) oblige the County to seek foreclosure of any interest in property other than the subject property.

3. Nothing in this agreement shall bar Urbana from using its own legal staff to initiate an action to foreclose on its judgment lien. If and when it chooses to do so, Urbana shall provide written notice to the County, and the County will have no further obligations under Paragraph 2.

4. This agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement. It is effective as of the last date signed.

**SO AGREED**, this \_\_\_\_\_ day of February, 2014.

URBANA

CHAMPAIGN COUNTY BOARD

By: \_\_\_\_\_

By: \_\_\_\_\_  
County Board Chair

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_  
County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

### **Tract 1:**

Part of the Southwest Quarter of the Southwest Quarter of Section 15, Township 21 North, Range 9 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of Section 15, Township 21 North, Range 9 East; thence Northerly along the West line of Section 15, Township 21 North, Range 9 East, 216.82 feet; thence Easterly and parallel with the South line of Section 15, Township 21 North, Range 9 East, 55.0 feet to the True Point of Beginning; thence continuing Easterly and parallel with the South line of Section 15, 178.17 feet; thence Northerly and parallel with the West line of Section 15, 122.24 feet; thence Northerly and parallel with the West line of Section 15, 122.24 feet; thence Westerly and parallel with the South line of Section 15, 178.17 feet; thence Southerly and parallel with the West line of Section 15, 122.24 feet to the Point of Beginning, in Champaign County, Illinois.

### **Tract 2:**

Part of the Southwest Quarter of the Southwest Quarter of Section 15, Township 21 North, Range 9 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of Section 15, Township 21 North, Range 9 East; thence Northerly along the West line of Section 15, 339.06 feet; thence Easterly and parallel with the South line of Section 15, 55.0 feet for a True Point of Beginning; thence continuing Easterly and parallel with the South line of Section 15, 178.17 feet; thence Northerly and parallel with the West line of Section 15, 122.24 feet; thence Westerly and parallel with the South line of Section 15, 178.17 feet; thence Southerly and parallel with the West line of Section 15, 122.24 feet to the Point of Beginning, in Champaign County, Illinois.

Commonly known as 1518B CR 2700N, Rantoul, Illinois 61866. The Real Property tax identification numbers are 20-09-15-300-001 and 20-09-15-300-002.

### **Tract 3:**

A non-exclusive right-of-way easement for the benefit of Tract1 and Tract 2 over and upon, and with the right to construct and maintain a roadway thereon, traverse, travel upon, across, and use for road purposes, a strip of land described as follows:

Outlot "A" of Prairie Junction Subdivision, as per Plat recorded in Plat Book "CC" at Page 64, situated in Champaign County, Illinois.

RESOLUTION NO. 8763

RESOLUTION AUTHORIZING the COUNTY BOARD CHAIR to EXECUTE CONTRACT  
for APPRAISAL SERVICES

WHEREAS, The Champaign County Board approves a Contract for Appraisal Services with James H. Webster, Associates, Ltd, as documented in the Contract for Appraisal Services incorporated as Attachment A to this Resolution;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board authorizes the County Board Chair to execute the Contract for Appraisal Services incorporated as Attachment A to this Resolution.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23<sup>rd</sup> day of January A.D., 2014.

\_\_\_\_\_  
Alan Kurtz, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Gordy Hulten, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

## **CONTRACT FOR APPRAISAL SERVICES**

Champaign County and James H. Webster, Associates, Ltd. (APPRAISER) hereby enter this agreement for the performance of certain real estate appraisal professional services.

1. APPRAISER shall appraise the two-story multi-unit residential structure located at 1518B CR 2700N, Rantoul, Illinois (“Jones Building”), and the land upon which it sits, at a time approved by the Court. APPRAISER shall provide the County a current curriculum vitae.
2. All services provided hereunder shall be performed by APPRAISER in accordance with generally accepted appraisal principles.
3. Representatives of Champaign County will be present to provide access to the building. APPRAISER understands that the scope of the inspection will be limited by the order of the Court. The County understands the basis for any expert opinion by APPRAISER will be subject to these limits.
4. Champaign County shall be exclusively responsible for obtaining all court approvals necessary to enter upon the property containing the Jones Building, and to enter within the Jones Building.
5. The inspection will be for the purpose of appraising the current value of the property with the Jones Building on it; the current value of the property with the Jones Building demolished and the debris removed; and the current value of the property if the Jones Building were repaired.
6. A written report containing findings and recommendations will be completed and sealed by APPRAISER. All drawings, specifications, reports, records, and other work product developed by APPRAISER in connection with this agreement are public documents, and shall remain the property of the County. APPRAISER understands that this report may be included with bid documents for the repair or demolition of the Jones Building. However, APPRAISER’s services will be performed solely for the benefit of the County and not for the benefit of any other person or entity.
7. APPRAISER shall present its written report in a follow-up meeting with Champaign County Zoning Staff and legal counsel.
8. At the option of the County, APPRAISER will provide expert witness testimony. APPRAISER will make its expert witness available for at least one meeting prior to any such testimony with County’s legal counsel. However, subject to Paragraph 2, APPRAISER will have sole discretion over the content and technical integrity of expert witness testimony.



9. The County will pay APPRAISER a total fee of no more than \$2500.00 for this scope of services, including all costs.
10. This agreement may be terminated by either party, upon fourteen (14) days' notice. Upon receipt of a notice of termination, APPRAISER shall discontinue all services under this agreement and shall make available to the County all reports, summaries, or such other information and materials as may have been accumulated by APPRAISER in performing this agreement, whether completed or in progress.
11. APPRAISER agrees to abide by and comply with the Illinois Human Rights Act and all other federal, state, and local laws pertaining to equal employment opportunity.
12. Nothing in this agreement shall be construed to make APPRAISER an employee or partner of the County. APPRAISER shall at all times hereunder be construed as an independent contractor.
13. This agreement shall be governed by the laws of the State of Illinois. Venue for all disputes arising under this agreement shall be Champaign County, Illinois
14. Assignment of the rights of this contract is subject to the mutual agreement of the County and APPRAISER, and this contract shall not be assigned unilaterally.
15. This agreement may be amended or supplemented only in writing by a document signed by both parties hereto. Failure to strictly enforce the terms of this agreement on one or more occasions shall not be deemed a waiver of the right to strictly enforce the terms of this agreement on other occasions.
16. This agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement. It is effective as of the last date signed.

Appraiser:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Champaign County:

\_\_\_\_\_  
County Board Chair

\_\_\_\_\_  
Date

RESOLUTION NO. 8764

RESOLUTION AUTHORIZING the COUNTY BOARD CHAIR to EXECUTE CONTRACT  
for ENGINEERING SERVICES

WHEREAS, The Champaign County Board approves a Contract for Engineering Services with Engineering Resource Associates, Inc., as documented in the Contract for Engineering Services incorporated as Attachment A to this Resolution;

NOW, THEREFORE, BE IT RESOLVED That the Champaign County Board authorizes the County Board Chair to execute the Contract for Engineering Services incorporated as Attachment A to this Resolution.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 23<sup>rd</sup> day of January A.D., 2014.

\_\_\_\_\_  
Alan Kurtz, Chair  
Champaign County Board

ATTEST: \_\_\_\_\_  
Gordy Hulten, County Clerk  
and ex-officio Clerk of the  
Champaign County Board

## **CONTRACT FOR ENGINEERING SERVICES**

Champaign County and Engineering Resource Associates, Inc. (ERA) hereby enter this agreement for the performance of certain engineering professional services.

1. ERA shall provide a two person team to inspect the two-story multi-unit residential structure located at 1518B CR 2700N, Rantoul, Illinois (“Jones Building”), at a time approved by the Court. ERA shall provide the County a current curriculum vitae for each member of this team.
2. All services provided hereunder shall be performed by ERA in accordance with generally accepted engineering principles.
3. Representatives of Champaign County will be present to provide access to the building. ERA understands that the scope of the inspection will be limited by the order of the Court. The County understands the basis for any expert opinion by ERA will be subject to these limits.
4. Champaign County shall be exclusively responsible for obtaining all court approvals necessary to enter upon the property containing the Jones Building, and to enter within the Jones Building.
5. The inspection will be for the purpose of identifying defects in the structural components of the building. Defects or deficiencies related to mechanical or electrical systems, fire safety, or accessibility will not be included.
6. A written report containing findings and recommendations will be completed and sealed by a structural engineer licensed in the state of Illinois. All drawings, specifications, reports, records, and other work product developed by ERA in connection with this agreement are public documents, and shall remain the property of the County. ERA understands that this report may be included with bid documents for the repair or demolition of the Jones Building. However, ERA’s services will be performed solely for the benefit of the County and not for the benefit of any other person or entity.
7. ERA shall present its written report in a follow-up meeting with Champaign County Zoning Staff and legal counsel.
8. At the option of the County, ERA will provide expert witness testimony. ERA will make its expert witness available for at least one meeting prior to any such testimony with County’s legal counsel. However, subject to Paragraph 2, ERA will have sole discretion over the content and technical integrity of expert witness testimony.
9. The County will pay ERA for professional time, at the following hourly rates:
  - a. Senior Structural Engineer: \$230 per hour

- b. Professional Engineer: \$170 per hour
- c. Structural Engineer: \$130 per hour
- d. Engineer Intern: \$80 per hour

ERA agrees its total fee shall not exceed \$3600 for this scope of services without prior authorization from the County Zoning Administrator for additional services.

In addition, the County will pay ERA for non-labor expenses at costs, including equipment rental, materials, supplies, shipping, and such other expenses reasonably necessary for implementation of this Agreement. However, the total compensation to ERA under this agreement, including expenses, shall not exceed \$5,000, without prior authorization from the County Zoning Administrator.

In no event may the County Zoning Administrator authorize total compensation in excess of \$10,000 without prior approval of the County Board.

10. Any requests by the County for additional services beyond the scope of this agreement, including participation in additional County meetings, or presenting additional expert witness testimony, shall be completed using the hourly rates outlined in Paragraph 9. The County grants the Zoning Administrator authority to authorize additional work, as deemed necessary to proceed, or determine whether to proceed, to have the Jones Building demolished. However, in no event may the total compensation under this Agreement exceed \$10,000, without prior approval of the County Board.
11. If a dispute arises between the County and ERA relating to this agreement, the parties agree the dispute will be mediated by a mediator or mediators mutually agreed to by the County and ERA. The mediation will take place in the office of ERA. All costs of mediation will be split evenly between the County and ERA.
12. This agreement may be terminated by either party, upon fourteen (14) days' notice. Upon receipt of a notice of termination, ERA shall discontinue all services under this agreement and shall make available to the County all reports, summaries, or such other information and materials as may have been accumulated by ERA in performing this agreement, whether completed or in progress.
13. ERA agrees to abide by and comply with the Illinois Human Rights Act and all other federal, state, and local laws pertaining to equal employment opportunity.
14. Throughout this agreement ERA shall maintain general liability and professional liability insurance. This insurance coverage requirement shall not be construed as a limitation of liability of ERA.
15. Nothing in this agreement shall be construed to make ERA an employee or partner of the County. ERA shall at all times hereunder be construed as an independent contractor.

16. This agreement shall be governed by the laws of the State of Illinois. Venue for all disputes arising under this agreement shall be Champaign County, Illinois
17. Assignment of the rights of this contract is subject to the mutual agreement of the County and ERA, and this contract shall not be assigned unilaterally.
18. This agreement may be amended or supplemented only in writing by a document signed by both parties hereto. Failure to strictly enforce the terms of this agreement on one or more occasions shall not be deemed a waiver of the right to strictly enforce the terms of this agreement on other occasions.
19. This agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement. It is effective as of the last date signed.

Engineering Resource Associates, Inc.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Champaign County:

\_\_\_\_\_  
County Board Chair

\_\_\_\_\_  
Date